

## Road Occupancy Permit

Town of Hanover Public Works Department  
 Revision Date: September 30, 2025

Permit can be submitted to [civic@hanover.ca](mailto:civic@hanover.ca)

<b>APPLICANT INFORMATION (PROPERTY OWNER/UTILITY COMPANY)</b>	
Name/Contact:	Phone No.:
Mailing Address:	
City/Town:	Postal Code:
Email:	
<b>CONTRACTOR INFORMATION</b>	
Company Name:	Office No.:
Contact Person:	Mobile No.:
Mailing Address:	
City/Town:	Postal Code:
Email:	
<b>APPLICATION IS MADE FOR A PERMIT TO:</b>	
<input type="checkbox"/> Construct a Permanent Entrance <input type="checkbox"/> Construct a Temporary Entrance <input type="checkbox"/> Reconstruct an Existing Entrance incl. Edging <input type="checkbox"/> Install/Repair Utilities (TCP Required) <input type="checkbox"/> Install/Repair Municipal Services (TCP Required)	<input type="checkbox"/> Temporary Storage of Equipment and/or Materials <input type="checkbox"/> New Building/ Reno/ Demo <input type="checkbox"/> Install/Replace Headwall(s) <input type="checkbox"/> Install/Replace/Extend Culvert <input type="checkbox"/> Landscaping and Lot Grading <input type="checkbox"/> Other:
<b>PROPOSED WORKS</b>	
Address/location of Proposed Works:	
Description of ALL Proposed Works:	
Date of Occupancy:	
Ministry of the Environment Certificate of Approval: YES <input type="checkbox"/> NO <input type="checkbox"/>	
Traffic Control Plan (TCP) Required: YES (attached) <input type="checkbox"/> NO <input type="checkbox"/>	
Certificate of Insurance Provided in Accordance with the Road Occupation Policy	
<b>ACKNOWLEDGEMENT: (To Be Completed by the Applicant and Contractor)</b>	
I have read the Agreement on Page 2 and agree to ensure all works are constructed in accordance	
Applicant:	Date:
Contractor:	Date:

## **Schedule “A” Road Occupancy Application**

In Consideration of the issuance of this permit from the Town of Hanover (Town), the Applicant covenants and agrees with the following terms of the said permit:

### **1. Indemnity**

The Contractor shall defend, indemnify and save harmless the Town of Hanover, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Contractor, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Contractor in accordance with this Contract and shall survive this Contract.

The Contractor agrees to defend, indemnify and save harmless the Town of Hanover, from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Contractor’s status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Contractor in accordance with this Contract and shall survive this Contract.

### **2. Insurance**

The Applicant shall purchase and maintain in force, at their own expense (including the payment of all deductibles) and for the term of the permit, the following policies of insurance:

- a) Commercial General Liability Insurance satisfactory to the Town and underwritten by insurers licensed to conduct business in the Province of Ontario. The policy shall include coverage for Bodily Injury and Property Damage, with a minimum amount of \$5,000,000.00 for each occurrence, and including:
  - An endorsement certifying that the Town is included as an additional insured;
  - A cross-liability clause endorsement, and
  - Non-owner automobile coverage, including contractual non-owned coverage.
- b) Automobile Insurance, in a minimum amount of \$2,000,000.00 for each occurrence.
- c) WSIB (Workers Safety and Insurance Board)

Prior to the exercise of the rights in this permit, the Applicant shall deliver to the Town of Hanover a certificate of insurance to evidence the foregoing insurance.

### **3. Stakeouts and Protection of Utilities**

The Applicant shall, prior to commencement of work, obtain stakeouts from all owners of underground utilities and shall comply with any instructions from the utility owners as stated.

### **4. Notifications**

Where lane or road closures are permitted or access will be restricted, the Applicant shall contact Affected Parties in writing at least 48 hours prior to the commencement of work.

“Affected Parties “shall include:

- The Town of Hanover,
- adjacent business and property owners,
- all transit and emergency services

A minimum of three business days are required for processing of the Road Occupancy Permit. Where road plates are used between the dates of November 1 and April 15, the Town of Hanover Public Works Department shall be notified immediately.

A copy of the signed Road Occupancy Permit must be present on the site at all times.

### **5. Health and Safety**

Where work will occur within the public road allowance, a traffic control plan must be submitted to and approved by the Town of Hanover and implemented in accordance with the current Ontario Traffic Manual (Books 5, 6 or 7).

All works shall be carried out in conformity with the Occupational Health & Safety Act. The Applicant shall be solely responsible for any fines or charges laid under the Occupational Health and Safety Act.

For projects exceeding \$50,000 in value, the Applicant must file a “Notice of Project” with the Ontario Ministry of Labour prior to the commencement of work.

### **6. Design Criteria**

All work shall conform to the approved design drawings, standards and specifications of the Town of Hanover. Ontario Provincial Standards shall apply in the absence of applicable Town of Hanover standards.

No activities including stockpiling of earth, grade changes, temporary storage of materials, or vehicular activity shall be permitted within the drip line of any tree without site review by Town of Hanover., Public Works Department.

All disturbed grass areas shall be restored with 150mm of screened topsoil and nursery grade sod, countersunk to match existing sod. The applicant shall be responsible for

watering new sod until sufficient growth has been established, to the satisfaction of Town of Hanover, Public Works Department.

All road and sidewalk trenches shall be backfilled with approved backfill or engineered fill compacted to 95%-100% compaction.

- Road cuts shall be made using an approved diamond blade saw.
- All road cut joints shall be route and sealed with liquid asphalt.

## **7. Right of Town of Hanover to Complete Remedial Work**

- a) The Applicant must satisfy itself as to the condition of the Town of Hanover right-of-way prior to occupying the said right-of-way pursuant to this permit. The parties acknowledge and agree that no damage existed on the right-of-way prior to the Applicant exercising its rights under this permit unless such existing damage is brought to the attention of the Town's Public Works Department prior to the Applicant exercising its right under this permit. The Applicant covenants and agrees to restore, at the Applicant's sole cost and expense, the right-of-way to its original condition prior to the Applicant's exercise of its rights in this permit, which shall include repairing and damage to the Town of Hanover right-of-way directly or indirectly attributable to the Applicant's exercise of its rights in this permit.
- b) The Applicant agrees that the Town of Hanover has the right to perform any necessary remedial work during construction, or the Warranty Period caused by the Applicant's operation, subject to the following conditions.
  - i. The Town of Hanover will give the Applicant not less than 48 hours notice of any remedial work required unless conditions call for immediate attention.
  - ii. If at the expiration of the time allowed the Applicant or its contractor has not commenced remedial work to the satisfaction of the Town of Hanover, the Town may undertake to have the remedial work completed by whatever means deemed necessary.
  - iii. The Applicant agrees to reimburse the Town of Hanover for all costs involved plus a 20% administration fee.

## **8. Warranty Period**

The Applicant is responsible for all costs relating to any restoration requirements resulting from the permitted work for a period of one year from the date of completion (the "Warranty Period").

**Personal information on this form is collected pursuant to the Municipal Act, 2001, S.O. 2001 c. 25 and will only be used for the purposes prescribed herein. Questions about this collection should be directed to the Clerk's Office: [civic@hanover.ca](mailto:civic@hanover.ca)**